IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 7384 of 1988

For Approval and Signature:

Hon'ble MR.JUSTICE J.M.PANCHAL

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1. Whether Reporters of Local Papers may be allowed to see the judgements? : NO

2. To be referred to the Reporter or not? : NO

3. Whether Their Lordships wish to see the fair copy of the judgement? : NO

4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO

5. Whether it is to be circulated to the Civil Judge? :

PAUSHAK LIMITED

Versus

STATE OF GUJARAT

Appearance:

MR V.M.PATEL WITH MR KS NANAVATI for Petitioner

MR A.J.DESAI, AGP, for the respondents

CORAM : MR.JUSTICE J.M.PANCHAL

Date of decision: 11/02/2000

ORAL JUDGEMENT

By means of filing this petition under Article 226 of the Constitution, the petitioner has prayed to issue a writ of certiorari or any other appropriate writ, direction or order to quash the notice dated July 11, 1988, issued by Mamlatdar, Vadodara City, Vadodara,

calling upon the petitioner to pay a sum of Rs.632.30 with 6% interest thereon from June 14, 1988 which is due under the provisions of the Employees State Insurance Act, 1948.

2 The petitioner is a public limited company incorporated and registered under the provisions of the Companies Act, 1956. It is engaged in the manufacture of pesticides, insecticides and agro-chemicals. The petitioner-company was covered under the provisions of the Employees State Insurance Act, 1948, with effect from February 1, 1972. Between 1977 - 1979 work of construction or extension of building of the existing factory was undertaken for which employees were engaged through contractor. The question considered by the authorities was whether the persons engaged through the contractor for the construction work of building and persons engaged through contractors for repairs and maintenance of the building were covered under the provisions of the Employees Sate Insurance Act or not. Initially, the petitioner was given to understand by the authorities that the work of construction and extension of building of the existing factory was not preliminary or incidental to the work of the factory and was merely connected with it as a result workers employed by the contractors were not covered under the provisions of the said Act. But thereafter a different stand was taken to the effect that the employees engaged through Contractor for the work of or extension of the building of the factory were covered under the provisions of the Act and the petitioner was liable to make contribution as contemplated by Section 45B of the Employees State Insurance Act, 1948. Accordingly, notice was issued to the petitioner calling upon it to pay amount due but the amount due was not paid as a result of which steps were taken to recover the said amount as arrears of land revenue. Therefore, the impugned notice was served on the petitioner which has given rise to the present petition.

3. Though several contentions are raised in this petition, in my view, it is not necessary to decide the question whether the employees engaged through contractor for the work of construction of extension of the building are covered under the provisions of the Employees State Ensurance Act, 1948, because of the smallness of the amount involved in the petition, which is only Rs.632.60 with 6% interest thereon from June 14, 1988. This is not a fit case wherein this issue requires to be resolved while exercising the powers under Article 226 of the Constitution.

4 For the foregoing reasons, the petition fails and is dismissed. Rule is discharged with no order as to costs. Interim relief granted earlier is hereby vacated.

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(mohd)